

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
830 MoDOT DRIVE – P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	2-111104AS
DATE	October 14, 2011
PAGE NO.	1
NO. OF PAGES	21

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**November 4, 2011 at 10:00 AM CDT**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

FOB Destination

Locations as referenced in bid

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Angela Sutton Procurement Agent	<b>BUYER TELEPHONE:</b>	573.526.7929
		<b>BUYER EMAIL:</b>	Angela.Sutton@modot.mo.gov

**SUPPLIES OR SERVICES**

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide **Corrugated Metal Pipe**. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**\*\*\*NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

**\*\*The bidder must use the firm name under which he/she is registered to do business in the State of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.**

**All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.**

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

***In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.***

**Date:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Federal I.D. No.** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

**MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE**

**RFB 2-111104AS**

**1. Introduction**

- 1.1 The contractor shall provide Corrugated Metal Pipe (CMP), end sections and bands to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) in accordance with the terms and conditions of this bid.
- 1.2 The contract period shall be from the Notice to Proceed through April 30, 2012, with the option for one (1) 6 month renewal period.
  - a. If MoDOT exercises the renewal option, the contractor shall agree to all terms and conditions of this bid and all subsequent amendments. The requirements for future months shall remain the same. MoDOT does not automatically grant a price increase at the time of renewal.
  - b. In the event the contractor requests a price increase during the renewal period, the contractor must provide a written request and documentation justifying the need for a price increase and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse. In the event a price increase is granted due to an approved escalation, the renewal increase shall be based upon the current contract value.

**2. Specifications**

- 2.1 Corrugated Metal Pipe will be used for maintenance purposes. This material shall meet the enclosed MoDOT specification designated as MGS-91-11G.
- 2.2 5 x 1 inch corrugations may be permitted at the District's discretion. Districts will indicate if they will accept 5 x 1 inch corrugations with their orders.
- 2.3 Districts may specify gauge thickness on pricing page.
- 2.4 It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate by MoDOT, and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
- 2.5 All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

**3. Quantities**

- 3.1 Bidders must submit pricing on all items within a single district for each district the bidder wishes to supply.
- 3.2 MoDOT does not have estimated quantities. MoDOT does not guarantee any specific quantities will be required or ordered from the contractor. Bidders should submit pricing for an as needed, if needed basis. Refer to Appendix A for historical usage information.
- 3.3 Bidders are asked to submit a price break for orders containing larger quantities. The Pricing Pages contain two columns that should be used to provide price break ranges and the associated percent of discount for orders placed in those quantity ranges.
- 3.4 MoDOT may issue orders throughout the duration of the contract on an as needed basis.

**4. Delivery**

- 4.1 All orders shall be delivered to various MoDOT maintenance facilities as identified by each purchase order within 15 days after receipt of order.
- 4.2 The District Engineer or the engineer's representative may issue delivery orders by phone, fax, email, or mail. Orders placed via phone will be confirmed on hard copy.
- 4.3 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on

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Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the contractor and the appropriate MoDOT district office.

- 4.4 The contractor shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.

**5. Liquidated Damages**

- 5.1 The contractor shall agree and understand that providing the material in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply, the supplier shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 5.2 The supplier shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of MoDOT to pursue other appropriate remedies. The contractor shall understand and agree that this decision shall be final and without recourse.
- 5.3 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 5.4 A demonstrated inability to perform the requirements stated herein may result in suspension or debarment.
- 5.5 The liquidated damages shall either be deducted from the total amount due the supplier or paid by the supplier as a direct payment to MoDOT, at the sole discretion of MoDOT.
- 5.6 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District, as a separate entity.
- 5.7 Performance:
- 5.7.1 In the event the material fails to meet specifications, the supplier must respond within forty-eight (48) hours to rectify the problem.
- 5.7.2 In the event the contractor fails to provide the material in accordance with the requirements specified herein, the contractor shall agree and understand that MoDOT shall solely determine which of the following deduction shall be assessed against the contractor for the contractor's noncompliance, and/or required replacement for the noncompliance.
- 5.7.3 The contractor shall agree and understand the following table of deductions is cumulative. In the event more than one parameter is out of specification (coating, or thickness) the sum of the percentages shall be assessed against the contractor for noncompliance. MoDOT shall determine the parameter out of specification percentages.

DEDUCTION TABLE	
Parameter	Percent(%) Deduction
Metallic coating	30%
Sheet Thickness	30%

- 5.7.4 The contractor shall agree and understand that in the event multiple loads in a contract year are determined not to comply with the contractual and/or performance requirements, MoDOT reserves the right to increase the percentages listed above.
- 5.8 Delivery:
- 5.8.1 In the event the contractor fails to deliver material in accordance with the terms and conditions stated herein, the supplier shall be assessed liquidated damages in the amount of \$150 per day for each location for each delinquent day.
- 5.8.2 Should the contractor fail to deliver in accordance with the terms specified herein, MoDOT may, after notifying the vendor, purchase an acceptable product on the open market.

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5.8.3 Nothing in the contract shall be construed as to relieve the supplier from responsibilities for delivery or the assessment of liquidated damages thereof.

**6. Invoicing and Payment Requirements**

- 6.1 The bidder shall provide a firm, fixed price for providing the deliverables/services in accordance with the provisions and requirements specified herein. All costs associated with providing the required deliverables/services shall be included on the pricing pages.
- 6.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the applicable pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 6.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

**7. Bid Submission:**

- 7.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CDT, November 4, 2011.**

**RFB Coordinator:**  
**Ms. Angela Sutton, Procurement Agent**  
**Missouri Department of Transportation**  
**830 MoDOT Drive; Jefferson City, MO 65109**  
**P.O. Box 270; Jefferson City, MO 65102**  
**PHONE: (573) 526-7929; FAX: (573) 526-1218**  
**EMAIL: [Angela.Sutton@modot.mo.gov](mailto:Angela.Sutton@modot.mo.gov) (Questions Only)**

- 7.2 All bids must be received in a sealed package clearly marked “CMP”
- 7.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 7.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 7.5 **Cost Determination** – The unit of measure for this bid will be by linear foot or per each item. The low bid shall be determined by adding together the total cost for purchasing one linear foot or one item listed on the pricing pages for each district. This grand total will be used to determine the lowest bid for award purposes.
- 7.6 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
  - a. Award of this bid will be made on an “All-or-None” basis to the “lowest and best” responsive bidder for each district, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
  - b. Notification of award will be at the time the tabulation is posted on the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- 7.7 **Open Competition/Request for Bid Document**
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

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PRICING PAGE

The bidder shall provide firm, fixed prices on the PRICING PAGES in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Pricing must be established on all sizes listed.

**SECTION A - CMP**

COMMODITY CODE	DESCRIPTION									
									A	B
									enter range	enter range
									-	-
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER									
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER									
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER									
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER									
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER									
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER									
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER									
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER									
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER									
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER									
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER									
2102960540	PIPE, CORRUGATED METAL, 66" DIAMETER									
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER									
2102960570	PIPE, CORRUGATED METAL, 84" DIAMETER									
<b>Total of All Prices Per LF</b>										

Show place of manufacture and point that material may be made available for inspection:\_\_\_\_\_

\*The Northeast District will only accept 16- gauge thickness for the following sizes: 12", 15", 18", 21", 24" and 30" and 14- gauge thickness for the following sizes: 36", 42", 48", 54", 60", 66", 72" and 84".

**NOTE:** For columns A and B, please provide your percent of discount for two different price break ranges. You must enter the percent of discount, which will compute against the Unit Price Per LF. For instance, Column A could be 100 LF to 300 LF at 5% discount and Column B could be 301 LF and above at 10% discount.

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## SECTION B - END SECTION FLARED

Show place of manufacture and point that material may be made available for inspection:\_\_\_\_\_

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PRICING PAGE (continued)

SECTION C - BAND WITH BOLTS AND NUTS

COMMODITY CODE	DESCRIPTION	<div style="display: flex; justify-content: space-around; text-align: center;"> <div>Northeast</div> <div>Northwest</div> <div>Kansas City</div> <div>Central</div> <div>St. Louis</div> <div>Southwest</div> <div>Southeast</div> </div>								
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	A	B
									enter range - -	enter range - -
2102980410	BAND W/BOLTS & NUTS, CMP, 12" DIAMETER									
2102980420	BAND W/BOLTS & NUTS, CMP, 15" DIAMETER									
2102980430	BAND W/BOLTS & NUTS, CMP, 18" DIAMETER									
2102980440	BAND W/BOLTS & NUTS, CMP, 21" DIAMETER									
2102980450	BAND W/BOLTS & NUTS, CMP, 24" DIAMETER									
2102980460	BAND W/BOLTS & NUTS, CMP, 30" DIAMETER									
2102980470	BAND W/BOLTS & NUTS, CMP, 36" DIAMETER									
2102980480	BAND W/BOLTS & NUTS, CMP, 42" DIAMETER									
2102980490	BAND W/BOLTS & NUTS, CMP, 48" DIAMETER									
2102980510	BAND W/BOLTS & NUTS, CMP, 54" DIAMETER									
2102980520	BAND W/BOLTS & NUTS, CMP, 60" DIAMETER									
2102980530	BAND W/BOLTS & NUTS, CMP, 66" DIAMETER									
2102980540	BAND W/BOLTS & NUTS, CMP, 72" DIAMETER									
2102980560	BAND W/BOLTS & NUTS, CMP, 84" DIAMETER									
<b>Total of All Unit Prices</b>										

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

**NOTE:** For columns A and B, please provide your percent of discount for two different price break ranges. You must enter the percent of discount, which will compute against the Unit Price. For instance, Column A could be 15 to 50 units at 5% discount and Column B could be 51 units and above at 10% discount.

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PRICING PAGE (continued)

SECTION D - ARCH SECTIONS

COMMODITY CODE	DESCRIPTION	<div> <div>Northeast*</div> <div>Northwest</div> <div>Kansas City</div> <div>Central</div> <div>St. Louis</div> <div>Southwest</div> <div>Southeast</div> </div>							<div> <div>A</div> <div>B</div> </div>	
		PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	PRICE PER LF	enter range	enter range
2102960095	PIPE, CORRUGATED METAL 18IN X 11IN FLARED ARCH B-1 = 15"DIA								-	-
2102960089	PIPE, CORRUGATED METAL 23IN X 14IN FLARED ARCH B-2 = 18"DIA									
2102960122	PIPE, CORRUGATED METAL 25IN X 16IN FLARED ARCH B-3 = 21" DIA									
2102960163	PIPE, CORRUGATED METAL 28IN X 20IN FLARED ARCH B-4 = 24" DIA									
2102960216	PIPE, CORRUGATED METAL 35IN X 24IN FLARED ARCH B-5 = 30" DIA									
2102960257	PIPE, CORRUGATED METAL 42IN X 29IN FLARED ARCH B-6 = 36" DIA									
2102960264	PIPE, CORRUGATED METAL 68IN X 43IN FLARED ARCH B-9 = 54" DIA									
2102960294	PIPE, CORRUGATED METAL 76IN X 48IN FLARED ARCH B-10 = 60" DIA									
2102960299	PIPE, CORRUGATED METAL 49IN X 33IN FLARED ARCH B-7 = 42" DIA									
2102960350	PIPE, CORRUGATED METAL 57IN X 38IN FLARED ARCH B-8 = 48" DIA									
2102960372	PIPE, CORRUGATED METAL 77IN X 52IN FLARED ARCH B-11 = 66" DIA									
Total of All Prices Per LF										

Show place of manufacture and point that material may be made available for inspection:\_\_\_\_\_

\*The Northeast District will only accept 16- gauge thickness for the following sizes: 15”, 18”, 21”, 24”; 14- gauge thickness for the following sizes: 30”, 36; 12- gauge thickness for the following sizes: 42”, 48”, 54; 10- gauge thickness for the following size: 60”; and 8- gauge thickness for the following size: 66”.

**NOTE:** For columns A and B, please provide your percent of discount for two different price break ranges. You must enter the percent of discount, which will compute against the Unit Price Per LF. For instance, Column A could be 100 LF to 300 LF at 5% discount and Column B could be 301 LF and above at 10% discount.



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PRICING PAGE (continued)

SECTION E - END SECTION ARCH FLARED

COMMODITY CODE	DESCRIPTION	<div> <div>Northeast</div> <div>Northwest</div> <div>Kansas City</div> <div>Central</div> <div>St. Louis</div> <div>Southwest</div> <div>Southeast</div> </div>								
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	A	B
									enter range -	enter range -
2102935610	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-1=15" DIA									
2102935620	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-2=18"DA									
2102935630	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-3=21"DIA									
2102935640	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-4=24" DIA									
2102935650	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-5=30" DIA									
2102935660	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-6=36" DIA									
2102935670	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-7=42" DIA									
2102935680	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-8=48" DIA									
2102935690	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-9=54" DIA									
2102935710	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-10=60" DIA									
2102935720	END SECTIONS, FLARED ARCH CORRUGATED METALPIPE B-11=66"DIA									
2102935730	END SECTIONS, FLARED ARCH CORRUGATED METALPIPE B-12=72"DIA									
Total of All Unit Prices										

Show place of manufacture and point that material may be made available for inspection:\_\_\_\_\_

**NOTE:** For columns A and B, please provide your percent of discount for two different price break ranges. You must enter the percent of discount, which will compute against the Unit Price. For instance, Column A could be 15 to 50 units at 5% discount and Column B could be 51 units and above at 10% discount.

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PRICING PAGE (continued)

SECTION F - BAND W/ BOLTS & NUTS - ARCH FLARED

		<div><div>Northeast</div><div>Northwest</div><div>Kansas City</div><div>Central</div><div>St. Louis</div><div>Southwest</div><div>Southeast</div></div>								
COMMODITY CODE	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	A	B
									enter range ____ - ____	enter range ____ - ____
2102980010	BAND W/BOLTS & NUTS FLARED ARCH CMP, B1=15" DIA									
2102980020	BAND W/BOLTS &NUTS FLARED ARCH CMP, B2=18" DIA									
2102980030	BAND W/BOLTS & NUTS FLARED ARCH CMP, B3=21" DIA									
2102980040	BAND W/BOLTS & NUTS; FLARED ARCH CMP, B4=24" DIA									
2102980050	BAND W/BOLTS & NUTS; FLARED ARCH CMP, B5=30" DIA									
2102980060	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B6=36" DIA									
2102980070	BAND W/BOLTS & NUTS. FLARED ARCH CMP, B7=42" DIA									
2102980080	BAND W/BOLTS & NUTS ' FLARED ARCH CMP, B8=48" DIA									
2102980090	BAND W/BOLTS & NUTS. FLARED ARCH CMP, B9=54" DIA									
2102980110	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B10=60" DIA									
2102980120	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B11=66" DIA									
2102980130	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B12=72" DIA									
Total of All Unit Prices										

Show place of manufacture and point that material may be made available for inspection: \_\_\_\_\_

**NOTE:** For columns A and B, please provide your percent of discount for two different price break ranges. You must enter the percent of discount, which will compute against the Unit Price. For instance, Column A could be 15 to 50 units at 5% discount and Column B could be 51 units and above at 10% discount.

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**PRICING PAGE (continued)**

Please insert the total for each section for each district in the space provided.

SECTION	Northeast	Northwest	Kansas City	Central	St. Louis	Southwest	Southeast
A							
B							
C							
D							
E							
F							
<b>GRAND TOTAL</b>							

**RENEWAL PERIOD:** The bidder shall provide below the maximum percentage of increase or maximum percentage of decrease for the renewal period. The percentage shall be computed against the **original contract price** during the renewal period. **If a renewal percentage is not provided,** the prices during the renewal period shall be the same as during the current contract period. MoDOT will determine the method used to calculate the final renewal prices.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



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(Rev. 10-18-04 ME)

CORRUGATED METALLIC-COATED STEEL CULVERT PIPE, PIPE-ARCHES AND END SECTIONS MGS-91-11G

**1.0 DESCRIPTION.** These specifications cover the purchase of metallic-coated corrugated metal culvert pipe and appurtenances for maintenance purposes.

**2.0 MATERIALS.**

**2.1 PIPE.**

**2.1.1** The pipe and connecting bands shall comply with applicable sections of [Specification Sec 725, 1020](#) and [1022](#), except as noted herein.

**2.1.2** Unless otherwise noted in the bid request, the metallic coating may be either zinc or aluminum, as covered by the applicable specifications listed herein.

**2.1.3** All pipe shall have either 2 2/3 by 1/2 inch or 3 by 1 inch corrugations.

**2.1.4** The specified thickness of the coated sheet shall be any of those listed for the allowable overfill heights shown in Standard Plan 725.00A Table 1, for the pipe diameter specified and the corrugation used.

**2.1.5** All pipe ends shall have 2 2/3 by 1/2 inch annular corrugations extending at least 4 corrugations from the pipe end. This will require re-rolling of ends for certain pipe.

**2.1.6** Metal arch pipe B1 through B4 shall comply with the dimensional requirements of AASHTO M 36.

**2.2 BANDS.**

**2.2.1** Unless otherwise noted in the order, bands shall be annular corrugated over the entire width of the band with 2 2/3 by 1/2 inch corrugations.

**2.2.2** Unless otherwise noted in the order, all bands shall be a minimum of 24 inches in width.

**3.0 ORDERING INFORMATION.**

**3.1** Specific diameter and quantity information for pipe and bands, and lengths for pipe, are to be shown in the order. Acceptable diameters are shown in [Specification Sec 725](#). Pipe lengths are to be in 2 foot increments.

**3.2** Specific band information for type and width is to be shown in the order only if different from that specified herein. Alternate band types are dimple or formed, when allowed by the order.

**3.3** If a specific metallic coating is desired, it is to be specified in the order for the applicable pipe and any applicable bands as "Zinc Coated" or "Aluminum Coated".

**4.0 ACCEPTANCE.** Material will be accepted in accordance with [Specification Sec 1020](#).

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FS-1020 Table 5  
(Page 1 of 2)  
(Rev. 08-14-06 ME)

**CORRUGATED METALLIC-COATED STEEL CULVERT PIPE,  
PIPE-ARCHES, AND END SECTIONS  
FIELD SECTION 1020 TABLE 5  
QUALIFIED FABRICATORS OF CORRUGATED METALLIC-COATED  
STEEL CULVERT PIPE, PIPE-ARCHES, AND END SECTIONS**

<u>Plant</u>	<u>Fabrication Units</u>	<u>Manufacturer's Ident Mark</u>
Contech Construction Products, Inc. 1509 West Mount Vernon Metamora, IL 61548 (10/04)	English	
Contech Construction Products, Inc. 200 John Williams Ave. Mitchell, IN 47446 (10/04)	English	
Contech Construction Products, Inc. 2707 NE Seward Topeka, KS 66616 (09/04)	English	
Contech Construction Products, Inc. 2474 Aspen Street Wahoo, NE 68066 (11/04)	English	
Contech Construction Products, Inc. 783 South Miller Drive Walnut Ridge, AR 72476 (10/04)	English	
Metal Culverts, Inc. 2107 Rear Missouri Blvd. P.O. Box 330 Jefferson City, MO 65102 (11/04)	English	
Metal Culverts, Inc. 109 Dakota Street Columbia, MO 65205 (12/04)	English	







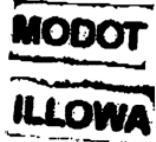
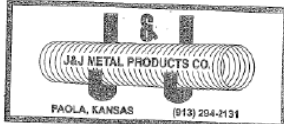
MATERIALS

MISSOURI DEPARTMENT OF TRANSPORTATION  
CORRUGATED METAL PIPE

RFB 2-111104AS

FS-1020 Table 5  
(Page 2 of 2)  
(Rev. 08-14-06 ME)

**CORRUGATED METALLIC-COATED STEEL CULVERT PIPE,  
PIPE-ARCHES, AND END SECTIONS  
FIELD SECTION 1020 TABLE 5 Continued  
QUALIFIED FABRICATORS OF CORRUGATED METALLIC-COATED  
STEEL CULVERT PIPE, PIPE-ARCHES, AND END SECTIONS**

<u>Plant</u>	<u>Fabrication Units</u>	<u>Manufacturer's Ident Mark</u>
Metal Culverts, Inc. 504 North Industrial Drive P.O. Box 9 Maryville, MO 64468 (12/04)	English	
Thompson Culvert P.O. Box 1006 Sikeston, MO 63801 (8/04)	English	
Thompson Culvert 4151 East Kearney Springfield, MO 65803 (03/05)	English	
Thompson Culvert 110 Ford Lane Hazelwood, MO 63042 (05/05)	English	
Illowa Culvert & Supply Co. P.O. Box 43 2554 380 <sup>th</sup> Avenue Low Moor, IA 52757	English Metric	
J & J Metal Products Co. P.O. Box 349 702 North Pearl Paola, KS 66071		



MATERIALS

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business



## COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Corrugated Metal Pipe** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Corrugated Metal Pipe** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**CMP SECTIONS**

COMMODITY CODE	DESCRIPTION	FY11	FY10	AVERAGE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	2604	2617	2610.5
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	23485	29272	26378.5
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	31261	30607	30934
2102960440	PIPE, CORRUGATED METAL, 21 " DIAMETER	1097	744	920.5
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	19862	22839	21350.5
2102960460	PIPE. CORRUGATED ME TAL, 30" DIAMETER	9495	11165	10330
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	7535	7478	7506.5
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	2324	2341	2332.5
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	3838	3960	3899
2102960520	PIPE. CORRUGATED METAL, 54" DIAMETER	230	512	371
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	1511	922	1216.5
2102960540	PIPE, CORRUGATED METAL, 66" DIAMETER	180	72	126
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	142	180	161

**END SECTION FLARED**

COMMODITY CODE	DESCRIPTION	FY11	FY10	AVERAGE
2102935120	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 12" DIA	2	2	2
2102935150	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 15" DIA	57	91	74
2102935190	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL,18" DIA	15	12	13.5
2102935225	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL,21" DIA	0	0	0
2102935250	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 24" DIA	14	7	10.5
2102935290	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 30" DIA	2	0	1
2102935330	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 36" DIA	0	0	0
2102935350	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 42" DIA	0	0	0
2102935360	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 48" DIA	0	80	40
2102935375	CULVERTS: END SECT.FOR PIPE FLARED CORRUGATED METAL 54" DIA	0	0	0
2102935380	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 60" DIA	0	0	0
2102935425	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 66" DIA	0	0	0
2102935440	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL 72" DIA	0	0	0

**BAND W/ BOLTS & NUTS**

COMMODITY CODE	DESCRIPTION	FY11	FY10	AVERAGE
2102980410	BAND W/BOLTS & NUTS, CMP, 12" DIAMETER	21	44	32.5
2102980420	BAND W/BOLTS & NUTS, CMP, 15" DIAMETER	455	555	505
2102980430	BAND W/BOLTS & NUTS, CMP, 18" DIAMETER	519	527	523
2102980440	BAND W/BOLTS & NUTS, CMP, 21" DIAMETER	38	17	27.5
2102980450	BAND W/BOLTS & NUTS, CMP, 24" DIAMETER	355	491	423
2102980460	BAND W/BOLTS & NUTS, CMP, 30" DIAMETER	174	239	206.5
2102980470	BAND W/BOLTS & NUTS, CMP, 36" DIAMETER	155	171	163
2102980480	BAND W/BOLTS & NUTS, CMP, 42" DIAMETER	28	36	32
2102980490	BAND W/BOLTS & NUTS, CMP, 48" DIAMETER	56	82	69
2102980510	BAND W/BOLTS & NUTS, CMP, 54" DIAMETER	3	8	5.5
2102980520	BAND W/BOLTS & NUTS, CMP, 60" DIAMETER	28	13	20.5
2102980530	BAND W/BOLTS & NUTS, CMP, 66" DIAMETER	2	0	1
2102980540	BAND W/BOLTS & NUTS, CMP, 72" DIAMETER	0	0	0

**ARCH  
SECTIONS**

COMMODITY CODE	DESCRIPTION	FY11	FY10	AVERAGE
2102960095	PIPE, CORRUGATED METAL, 17"X13"FLAREDARCH B-1 =15"DIA	0	0	0
2102960089	PIPE, CORRUGATED METAL 21"X 15"FLARED ARCH B-2=18"DIA	52	383	217.5
2102960122	PIPE, CORRUGATED METAL 24IN X 18IN FLARED ARCH B-3=21" DIA	32	134	83
2102960163	PIPE, CORRUGATED METAL, 28 INX20 IN FLARED ARCH B-4= 24" DIA	223	197	210
2102960216	PIPE, CORRUGATED METAL 35IN X 24IN FLARED ARCH B-5= 30" DIA	699	240	469.5
2102960257	PIPE, CORRUGATED METAL, 42 INX29 IN FLARED ARCH B-6= 36" DIA	74	208	141
2102960264	PIPE, CORRUGATED METAL 64IN X 43IN FLARED ARCH B-9= 54" DIA	82	129	105.5
2102960294	PIPE, CORRUGATED METAL 71IN X 47IN FLARED ARCH B-10= 60" DIA	44	40	42
2102960299	PIPE, CORRUGATED METAL 49IN X 33IN FLARED ARCH B-7= 42" DIA	708	314	511
2102960350	PIPE, CORRUGATED METAL 57IN X 38IN FLARED ARCH B-8= 48" DIA	490	382	436
2102960372	PIPE, CORRUGATED METAL 77IN X 52IN FLARED ARCH B-11 66" DIA	20	0	10

**END SECTION ARCH FLARED**

COMMODITY CODE	DESCRIPTION	FY11	FY10	AVERAGE
2102935610	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-1=15" DIA	0	0	0
2102935620	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-2=18"DA	0	0	0
2102935630	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-3=21"DIA	0	0	0
2102935640	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-4=24" DIA	1	0	0.5
2102935650	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-5=30" DIA	0	0	0
2102935660	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-6=36" DIA	0	1	0.5
2102935670	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-7=42" DIA	0	2	1
2102935680	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-8=48" DIA	0	0	0
2102935690	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-9=54" DIA	0	0	0
2102935710	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-10=60" DIA	0	0	0
2102935720	END SECTIONS, FLARED ARCH CORRUGATED METALPIPE B-11=66"DIA	0	0	0
2102935730	END SECTIONS, FLARED ARCH CORRUGATED METALPIPE B-12=72"DIA	0	0	0

**BAND W/ BOLTS & NUTS - ARCH FLARED**

COMMODITY CODE	DESCRIPTION	FY11	FY10	AVERAGE
2102980010	BAND W/BOLTS & NUTS FLARED ARCH CMP, B1=15" DIA	0	0	0
2102980020	BAND W/BOLTS &NUTS FLARED ARCH CMP, B2=18" DIA	0	0	0
2102980030	BAND W/BOLTS & NUTS FLARED ARCH CMP, B3=21" DIA	1	0	0.5
2102980040	BAND W/BOLTS & NUTS; FLARED ARCH CMP, B4=24" DIA	1	0	0.5
2102980050	BAND W/BOLTS & NUTS; FLARED ARCH CMP, B5=30" DIA	0	2	1
2102980060	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B6=36" DIA	0	1	0.5
2102980070	BAND W/BOLTS & NUTS. FLARED ARCH CMP, B7=42" DIA	6	1	3.5
2102980080	BAND W/BOLTS & NUTS ' FLARED ARCH CMP, B8=48" DIA	4	3	3.5
2102980090	BAND W/BOLTS & NUTS. FLARED ARCH CMP, B9=54" DIA	2	1	1.5
2102980110	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B10=60" DIA	0	0	0
2102980120	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B11=66" DIA	0	0	0
2102980130	BAND W/BOLTS & NUTS, FLARED ARCH CMP, B12=72" DIA	0	0	0